

HEARING DATE: WEDNESDAY, MAY 29, 2013
HEARING TIME: 9:00 A.M.
LOCATION: TACOMA, COURTROOM I
RESPONSE DUE: AT TIME OF HEARING

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In re

MERIDIAN SUNRISE VILLAGE, LLC,

Debtor.

BANKRUPTCY NO. 13-40342

ADVERSARY NO. 13-04225

MERIDIAN SUNRISE VILLAGE, LLC,

Plaintiff,

v.

DECLARATION OF MICHAEL CORLISS
IN SUPPORT OF MOTION FOR
PRELIMINARY INJUNCTION OR
TEMPORARY RESTRAINING ORDER

NB DISTRESSED DEBT INVESTMENT FUND
LIMITED; STRATEGIC VALUE SPECIAL
SITUATIONS MASTER FUND II, L.P.; BANK OF
AMERICA NATIONAL ASSOCIATION; and
U.S. BANK NATIONAL ASSOCIATION,

Defendants.

MICHAEL CORLISS declares as follows:

1. I am the Chief Executive Officer of Investco Financial Corporation, Manager of
Meridian Sunrise Village, LLC ("Debtor"), debtor-in-possession herein. Capitalized terms herein

DECLARATION OF MICHAEL CORLISS IN SUPPORT OF
MOTION FOR PRELIMINARY INJUNCTION OR
TEMPORARY RESTRAINING ORDER – Page 1

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1 have the same meaning set forth in the Motion for Preliminary Injunction or Temporary Restraining
2 Order ("Motion") unless otherwise indicated.

3 2. I was involved in the negotiation of the Primary Loan on behalf of the Debtor.

4 3. Years prior to the negotiation of the Primary Loan, I was involved in a transaction as a
5 borrower on a loan from a commercial bank. Notwithstanding the bank's oral commitment to me that
6 it would not sell its loan interest to a non-institution lender, it did so. My subsequent experience with
7 the non-institutional lender was negative.

8 4. At the time of negotiation of the Primary Loan, the Debtor had had a lending
9 relationship with US Bank on a number of loans where U.S. Bank was the only lender. Those loans
10 did not have prohibitions on assignment because, based upon my relationship with U.S. Bank, I was
11 fairly confident the loans would not be assigned. With respect to the Primary Loan, we knew up front
12 that U.S. Bank intended to assign portions of the loan to other lenders with whom we might not have a
13 lending relationship.

14 5. Based on my prior experience with the note sale to a non-institutional lender, we
15 specifically negotiated the inclusion of Section 13.2 into the Loan Agreement.

16 6. I declare under penalty of perjury under the laws of the state of Washington that the
17 foregoing is true and correct.

18 DATED this 23rd day of May, 2013.

19
20 /s/ Michael Corliss
Michael Corliss